IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.329 OF 2006

IN

SUMMARY SUIT NO.1398 OF 2006

Mustaq Naik ...Plaintiff

vs.

Sayed Abdul Hameed. ...Defendant

Mr.A.Y.Sakhare i/b. Clement Lobo, for Plaintiff.

Mrs.Jyoti Chavan, for Defendant.

CORAM: D.K.DESHMUKH,J.

DATED: 21st November,2006..

P.C.:-

By consent of parties, the summons for judgment is disposed of in the following terms:

1. In case the defendant deposits an amount of Rs.4,00,000/- (Rupees Four lakhs only) with due intimation to the plaintiff within a period of Twelve weeks from today, leave to defend shall stand granted

to the defendant. In that event the defendant shall file written statement within a period of Twelve weeks from the date of deposit.

2. In case the amount is so deposited, the Prothonotary & Senior Master of this Court shall permit the plaintiff to withdraw the amount on furnishing bank guarantee to the satisfaction of the Prothonotary and Senior Master of this Court and filing an undertaking undertaking therein to re-deposit the amount if so directed by this Court and on such terms and conditions as may be directed by this Court, further undertaking that in the event of plaintiff being required to re-deposit the amount, the rate of interest shall not be less than 12% per annum. The withdrawal be permitted within a period of Eight weeks from the date of deposit.

3. If the amount is not withdrawn within the aforesaid period by furnishing bank guarantee, the Prothonotary and Senior Master of this Court shall invest that amount in fixed deposit in a nationalised bank.

4. In case the defendant fails to deposit the amount within the aforesaid period, this summons for judgment shall stand granted and the suit shall stand decreed in terms of prayer clause (a) & (b) of the suit. In that event, Court fee be refunded as per rules.